

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM SERVICES LLC, a Delaware  
corporation,

Petitioner,

v.

INDECOR HOME CO.;  
PRIME TRADERS CORP.,

Respondents.

No. \_\_\_\_\_

AMAZON'S PETITION TO  
CONFIRM ARBITRATION AWARD

Pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 9, Petitioner Amazon.com Services LLC ("Amazon") seeks an order from this Court confirming the arbitration award issued and signed by Arbitrator Melvyn J. Simburg on April 20, 2022 (the "Award") against Respondents Indecor Home Co. ("Indecor") and Prime Traders Corp. ("Prime Traders") (collectively, "Respondents"), and further requests that the Court direct the Clerk to enter judgment against Respondents consistent with that award pursuant to 9 U.S.C. § 13.

**I. THE PARTIES**

1. Petitioner Amazon.com Services LLC is a Delaware company with its principal place of business in Seattle, Washington.

2. Respondent Indecor Home Co. is a New Jersey corporation with its principal place of business in Patterson, New Jersey.

3. Respondent Prime Traders Corp. is a New Jersey corporation with its principal place of business in Patterson, New Jersey.

## II. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction and personal jurisdiction over Respondent pursuant to 9 U.S.C. § 9, because the Award giving rise to this Petition was issued in Seattle, Washington less than one year before this Petition is being filed, and notice of this Petition is being served upon Respondent.

5. Additionally, the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because this is an action between citizens of different states and the amount in controversy in the underlying arbitration exceeds \$75,000, exclusive of interest and costs.

6. Venue is proper under 28 U.S.C. § 1391(b)(2) and 9 U.S.C. § 9 because the Award giving rise to this Petition was issued in Seattle, Washington.

## III. FACTS

7. On February 13, 2020, Amazon filed a demand for arbitration (the “Demand”) with the American Arbitration Association (the “AAA”), entitled *Amazon.com Services, Inc.*<sup>1</sup> v. *Indecor Home Co.; Prime Traders Corp.*, Case No. 01-20-0000-5267. *See* Declaration of Lauren Rainwater (“Rainwater Decl.”) ¶ 2, Ex. A.

8. On April 6, 2020, the AAA duly appointed Melvyn J. Simburg as the Arbitrator in this matter.

9. The Demand alleged that Respondents failed to fulfill and deliver thousands of customer orders that they were contractually obligated to fulfill and for which Amazon paid them. *Id.* The Demand further alleged that in an effort to make it appear that they were fulfilling and delivering customer orders, Respondents provided Amazon false tracking identification information. *Id.*

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<sup>1</sup> After initiation of the underlying arbitration, Amazon.com Services, Inc. changed its name to Amazon.com Services LLC.

1           10. Through the Demand, Amazon asserted claims for breach of contract, common  
2 law fraud, negligent misrepresentation, and violation of the Washington Consumer Protection  
3 Act , RCW 19.86.020. *Id.* Amazon sought damages, in addition to fees and costs. *Id.*

4           11. On January 21, 2022, the Arbitrator ordered that an evidentiary hearing take  
5 place beginning on March 23, 2022. Rainwater Decl. ¶ 3.

6           12. After January 21, 2022, Respondents failed to appear in the arbitration despite  
7 multiple notices by Arbitrator Simburg, the AAA, and Amazon's counsel. *Id.* ¶ 4.

8           13. On March 21, 2022, Amazon submitted its Arbitration Brief, and declarations  
9 and exhibits in support. *Id.* ¶ 5.

10           14. On March 23, 2022, a hearing was held before Arbitrator Simburg. *Id.* That  
11 same day, Arbitrator Simburg signed and issued an Interim Award for Amazon. *Id.*, Ex. B.  
12 Arbitrator Simburg found that Respondents had breached the parties' agreement and that  
13 Respondents violated the Washington Consumer Protection Act. *Id.* Arbitrator Simburg  
14 ordered that Amazon is entitled to an award against Respondent Indecor in the amount of  
15 \$561,719.47 and an award against Respondent Prime Traders in the amount of \$34,214.42, plus  
16 pre-award interest, attorneys' fees, and costs. *Id.* Arbitrator Simburg further ordered Amazon  
17 to submit applications for pre-award interest and attorneys' fees and costs. *Id.*

18           15. On April 5, 2022, Amazon submitted applications for pre-award interest and  
19 attorneys' fees and costs. Rainwater Decl. ¶ 6.

20           16. On April 20, 2022, Arbitrator Simburg signed and issued a Final Award for  
21 Amazon. *Id.*, Ex. C. In the Final Award, Arbitrator Simburg restated his prior findings on  
22 liability and damages from the Interim Award, and ordered that Amazon is entitled to pre-  
23 award interest accruing at 12% per annum. *Id.* Arbitrator Simburg further ordered  
24 Respondents to compensate Amazon for its attorneys' fees totaling and costs. *Id.* Arbitrator  
25 Simburg therefore ordered (1) Respondent Indecor to pay Amazon \$790,710.27, (2)  
26 Respondent Prime Traders to pay Amazon \$48,006.92, and (2) Respondents to compensate  
27 Amazon \$89,295.00 for its attorneys' fees and costs incurred in the arbitration. *Id.*

17. Arbitrator Simburg ordered that if Respondents fail to pay the awarded amounts within 30 days of the Final Award, post-award interest will run from the date of the Final Award at 12% per annum on the total awarded amounts. *Id.* As of the date of this filing, Respondents have not paid the awarded amounts. Rainwater Decl. ¶ 7.

18. The Award has not been vacated under 9 U.S.C. § 10 or modified or corrected under 9 U.S.C. § 11. *Id.* ¶ 8.

19. Pursuant to 9 U.S.C. § 9, Amazon brings this action within one year of the Award made on April 20, 2022.

#### IV. COUNT ONE (Confirmation of Arbitration Award)

20. The FAA authorizes a party to an arbitration agreement to apply for an order confirming the arbitration award “any time within one year after the award.” 9 U.S.C. § 9. “[T]he court *must* grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title.” *Id.* (emphasis added).

21. Respondent has not sought to vacate, modify, or challenge the Award. Therefore, the limited statutory grounds under 9 U.S.C. §§ 10 and 11 are not present here.

22. The Court should confirm the Award without further inquiry because “confirmation is required even in the face of ‘erroneous findings of fact or misinterpretations of law’ ... [and even if] the Panel may have failed to understand or apply the law.” *French v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 784 F.2d 902, 906 (9th Cir. 1986) (citations omitted).

23. Amazon is entitled to confirmation of the Award, along with entry of judgment in conformity with the Award. A proposed order to this effect is attached.

#### V. PRAYER FOR RELIEF

Amazon respectfully requests that this Court:

A. Issue an Order pursuant to 9 U.S.C. § 9 confirming the Award;

1 B. Direct the Clerk to enter Judgment in favor of Amazon against Respondents as  
2 set forth in the Award;

3 C. Retain jurisdiction for the purposes of conducting post-judgment discovery and  
4 supplemental proceedings in aid of judgment or execution pursuant to Federal Rule of Civil  
5 Procedure 69(a); and

6 D. Grant such other and further relief as the Court deems just and proper.  
7

8 DATED this 3rd day of November, 2022.

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